



RAB Communications Inc.

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RAB COMMUNICATIONS, INC.

INDEPENDENT CONTRACTOR AGREEMENT

MASTER AGREEMENT FOR INSTALLATION, SALES & CONSTRUCTION SERVICES

RAB Communications, Inc. (hereinafter called "THE COMPANY"), contracts with **Fast Pace Connections, LLC** (hereinafter called "SUBCONTRACTOR"), thereby enabling SUBCONTRACTOR to acquire and complete various sales, installation and/or construction projects as detailed in individual work orders and/or construction prints that are submitted to SUBCONTRACTOR from time to time. Each work order and/or construction print shall constitute a separate project and contract between the parties. SUBCONTRACTOR'S services may be performed at private residences, individual business/commercial establishments, and various governmental entities and/or inside various public or private utility easements or rights of way.

Specific areas, time frames and other schedules of work, installation and/or construction procedures and specifications will be designated by various Clients (hereinafter called the CLIENT). The terms of this Agreement shall be binding on the parties hereto with respect to all services provided by SUBCONTRACTOR to THE COMPANY, for any CLIENT contracted with THE COMPANY in the absence of any other written agreement between THE COMPANY and SUBCONTRACTOR so long as this contract is in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants herein stated, THE COMPANY and SUBCONTRACTOR agree as follows:

SECTION I: RELATIONSHIP OF THE PARTIES

It is understood that this contract does not create an employer-employee relationship between THE COMPANY and SUBCONTRACTOR. SUBCONTRACTOR is an independent contractor and shall be independently responsible for payment of employee benefits, all federal, state and local taxes including income and withholding for its employees, workers compensation, all liability insurance, state disability insurance, Social Security, unemployment compensation, sales, property and gross receipts taxes and all other taxes and levies imposed upon employers or self-employed persons for the work performed and shall indemnify, defend and hold harmless THE COMPANY and Client with respect to same. SUBCONTRACTOR further agrees to indemnify and hold harmless THE COMPANY and/or CLIENT from any Internal Revenue Service claims that may arise concerning any of the above.

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Nothing in this Agreement shall be construed as a guarantee of future employment or engagement, or as a limitation upon THE COMPANY'S sole discretion to terminate this Agreement at any time without cause.

SUBCONTRACTOR further agrees to provide THE COMPANY with satisfactory proof of independent contractor status. Additionally, on an annual basis, the SUBCONTRACTOR will provide the COMPANY with a CERTIFICATE of GOOD STANDING (also known as a certificate of existence or certificate of authorization) issued by a state official as conclusive evidence that SUBCONTRACTOR is in existence and authorized to transact business in the state, and that the company is in compliance with all state-required formalities.

Further, The Certificate of Good Standing sets forth the SUBCONTRACTORS name; that it is duly incorporated or organized and authorized to transact business in that state, that the company's most recent annual report has been filed; and that articles of dissolution for the company have not been filed.

SECTION II: SERVICES

SUBCONTRACTOR shall perform the following services for THE COMPANY (hereinafter called the "Work"). THE WORK shall be performed in accordance with the criteria as described below:

A. SUBCONTRACTOR agrees, at a minimum, to perform sales, installations and service for Company as requested by THE COMPANY, and accepted by the SUBCONTRACTOR, pursuant to Assignment, Work orders (including Web-Connect Work orders), to be performed under the strict contract guidelines of various customers Quality Assurance Guidelines as provided by THE COMPANY to SUBCONTRACTOR, and under all other guidelines of THE COMPANY provided to SUBCONTRACTOR from time to time by THE COMPANY. Upon the agreement of both parties, additional work shall be performed by SUBCONTRACTOR pursuant to work orders issued as necessary by THE COMPANY.

B. In accordance with the terms and subject to the conditions of this Agreement, the SUBCONTRACTOR agrees to perform THE WORK as required by the specifications and procedures stated in all documents that are related to SUBCONTRACTOR'S services and desired end product. All such documents, whether received by SUBCONTRACTOR now or in the future, shall automatically be annexed to and become part of this Agreement. The services, procedures and specifications may vary from location to location and may be modified to suit location demands and/or a Client's needs.

C. THE COMPANY does not guarantee a specific amount of work on any given day. THE COMPANY will pay SUBCONTRACTOR for each sale, installation and/ or construction project with according to the payment schedule in effect, as detailed. THE COMPANY may ask for a re-bid at any time on any single item or group of items.

D. While working on any CABLE CATV or Satellite type project, SUBCONTRACTOR will not engage in any illegal signal theft of any type for itself or others, for payment or for free. Breach of this provision may be met with prosecution to the full extent of the law by THE COMPANY and/or CLIENT.

E. SUBCONTRACTOR acknowledges that each project will be initiated under one or more contracts entered into between THE COMPANY and CLIENT. To the extent that anyone or more of these contracts are made available to SUBCONTRACTOR,

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SUBCONTRACTOR agrees to be bound by the terms contained therein as if fully restated in this Agreement. It is understood that the terms of said contracts may vary from project to project.

SECTION III: *EXPERTISE*

A. SUBCONTRACTOR understands and is familiar with the demands of the industry, has inspected the various sales areas, proposed installation areas, and has the necessary technical skill and expertise to perform each assignment, is experienced in such matters of cable and broadband while having access to and/or available experienced personnel, vehicles, equipment and tools to perform all work assignments in an efficient and timely manner.

SUBCONTRACTOR also warrants that it will comply with THE COMPANY'S provided conditions, specifications, standards, and other desired end results (such as requirements regarding quality and safety standards, wearing of uniforms, identification, communications, timely appointments, procedures, completions, meetings, etc.).

B. In order to ensure compliance with all policies and procedures of THE CLIENT, in the event that SUBCONTRACTOR does not meet the criteria for expertise set forth above in Paragraph A of this section, THE COMPANY may, at its discretion, may offer to provide training and support to SUBCONTRACTOR and its employees. The cost of any and all training, instructional periods, meetings, and/or other support shall be borne solely by the SUBCONTRACTOR. SUBCONTRACTOR shall not bill THE COMPANY for THE WORK performed during any training, instructional periods, meetings, and/or other support or for additional instructional periods.

SUBCONTRACTOR further warrants that it is familiar and shall comply with all required governmental and accepted industry safety regulations and practices and that it is properly licensed with all appropriate governmental jurisdictions to perform such work and shall indemnify and hold harmless THE COMPANY and CLIENT and agrees to be financially responsible for any fines or penalties incurred by THE COMPANY and/or CLIENT should SUBCONTRACTOR not be properly licensed.

SECTION IV: *RESPONSIBILITIES*

SUBCONTRACTOR assumes responsibility for completion of the WORK and satisfaction of all requirements of the CLIENT, as detailed in training materials and other documentation as provided by the CLIENT, copies of which shall be made available to SUBCONTRACTOR. In addition to such documentation, the SUBCONTRACTOR assumes the following responsibilities:

A. Since SUBCONTRACTOR offers its services to the general public, other clients and contractors, SUBCONTRACTOR has informed THE COMPANY of SUBCONTRACTOR'S availability and/or workload capabilities and THE COMPANY is relying on such information.

B. SUBCONTRACTOR warrants that it has the resources and capabilities to engage and complete the minimum workload requirements as stated within the parameters of this Agreement. Should a reduction in workload capacity become necessary, SUBCONTRACTOR shall inform THE COMPANY in writing at least seven (7) days before any actual reduction in workload capacity takes effect. Should less notice or no notice be given to THE COMPANY, and THE COMPANY must pay others to complete SUBCONTRACTOR'S work, the

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SUBCONTRACTOR not giving proper notice shall be held responsible for any ensuing expenses incurred by THE COMPANY in getting the work completed above what would normally have been charged by and paid to SUBCONTRACTOR if SUBCONTRACTOR had completed the work. THE COMPANY will accept SUBCONTRACTOR'S reduction in workload capacity without penalty as long as THE COMPANY can otherwise cover and complete the SUBCONTRACTOR'S workload on the day(s) being affected.

C. Hiring Guidelines: SUBCONTRACTOR and COMPANY is both responsible for conducting both pre-contract drug testing and lifetime background checks, which must meet the hiring criteria of the CLIENT. All associated cost of screening will be an obligation of the SUBCONTRACTOR. Drug testing services are provided by THE COMPANY in accordance o terms and conditions of the CLIENT paid for by the SUBCONTRACTOR. If SUBCONTRACTOR chooses to use another service, a 5-panel test must be used to include at a minimum the following drugs: Cannabinoids as carboxyl-TUC, Cocaine metabolites ad Benzoylcegonine, Phencyclidine, Opiates (codeine/morphine) and Amphetamines (amphetamine, methamphetamine). All test results are required to be submitted to THE COMPANY prior to this agreement being executed, and, in the case of new employees hired by SUBCONTRACTOR, prior to such hiring.

1) Eligibility Screening

- a) SUBCONTRACTOR shall conduct Identification Verification. Drug and Alcohol screenings, national criminal background checks, and driving history screenings (collectively, "Screenings") of all persons who are to be assigned to perform services on behalf of the COMPANY or CLIENT.
- b) SUBCONTRACTOR shall conduct E-Verify screening to ensure eligibility of its personnel to work in the U.S.
- c) SUBCONTRACTOR agrees to comply with all of the standards for criminal background checks as defined when evaluating all SUBCONTRACTOR representatives providing services for the CONTRACTOR.
- d) SUBCONTRACTOR agrees to utilize the following company to perform background checks and drug screens for SUBCONTRACTOR representatives assigned to work for Company:
 - A. For all Background Checks – BACKGROUNDCHECKS.COM
 - B. For all Drug Screens – e-screen

2) Criminal Background Check Screening General Understanding

- a) The Background Screening process constitutes COMPANY'S minimum standards for assessing whether an individual who performs work on behalf of a SUBCONTRACTOR may be assigned to work for COMPANY or CLIENT.
- b) The standard is not intended to be used for hiring, firing or any other employment decisions by the SUBCONTRACTOR, solely for the purpose of being eligible to work on COMPANY'S or CLIENT account.

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- c) The Criminal search specifications includes a search under all provided and developed names and residential addresses during the past (7) seven years.
- d) Criminal information refers to that information that is legally reportable (convictions, prosecution pending and deferred adjudication) based on federal and state laws.
- e) Crimes pending disposition fitting these categories must be considered.
- f) An attempt to commit and/or conspiracy to commit a crime will be treated as the actual offense.
- g) A minimum seven (7) year felony and misdemeanor criminal court search in the applicable court(s) based on the residential address information will be conducted. At times, there may be criminal information older than seven (7) years that is discovered during the course of a search. If found, this information should be considered.
- h) SUBCONTRACTOR representatives who have a felony conviction within the last (7) seven years are not eligible to be assigned work on CONTRACTOR or CLIENT accounts.
- i) SUBCONTRACTOR representatives who have a misdemeanor conviction within the last (3) three years are not eligible to be assigned work on CONTRACTOR or CLIENT accounts.
- j) In addition, going beyond the (7) seven years, any reported of a crime of violence, theft or sexual nature will cause that SUBCONTRACTOR representative ineligible to be assigned work on behalf of CONTRACTOR or its CLIENTS.

3) Driving Record Check

- a) This policy applies to all SUBCONTRACTOR'S Representatives who are expected to perform work or representing CONTRACTOR or its CLIENTS.
- b) Motor Vehicle Records (MVR) evaluations should be conducted as a pre-employment evaluation than annually.
- c) MVR'S should be reviewed after all motor vehicle accidents.
- d) SUBCONTRACTOR representatives are required to have a valid, not suspended driver's license to operate vehicles for CONTRACTOR or CLIENT accounts.

SUBCONTRACTOR further agrees that all cost, expense and/or liability with respect to the Screenings shall be borne solely by SUBCONTRACTOR, and SUBCONTRACTOR further agrees to indemnify and hold harmless COMPANY and its directors, officers, employees, equity holders and agents from and against any and all liabilities damages, losses, cost, or expenses (including reasonable attorney's fees and expenses) incurred in connection therewith.

D. SUBCONTRACTOR shall furnish any vehicles that are necessary to perform THE WORK described in this agreement. SUBCONTRACTOR shall use new or late model damage-free, clean, well-maintained trucks, vans or SUV's only approved by the Contractor.

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E. SUBCONTRACTOR shall require all workers to have a neat and clean appearance and wear a consistent approved contractor uniform. CONTRACTOR upon notice of its CLIENT required dress to represent CLIENT'S interest. All cost associated with attire or required dress will be borne by SUBCONTRACTOR.

F. that is necessary to perform THE WORK described in this agreement. SUBCONTRACTOR shall use new or late model damage-free, clean, well-maintained trucks, vans or SUV's only approved by the Contractor.

G. SUBCONTRACTOR is responsible for supplying all necessary materials if not supplied by Client. However, in some instances, to facilitate product quality control and proper interfacing between components, SUBCONTRACTOR may be furnished all necessary materials to perform each assignment. SUBCONTRACTOR shall use such materials solely to perform assignments covered by this Agreement. Unused materials shall be immediately returned to such location as directed by THE COMPANY. SUBCONTRACTOR shall be responsible in full for loss or damage to such materials while in SUBCONTRACTOR'S possession or under its control.

H. SUBCONTRACTOR is solely responsible for all travel, lodging, vehicle/equipment repairs and maintenance expenses.

I. SUBCONTRACTOR agrees that its' personnel will not make any warranties or representations regarding services or equipment of THE CLIENT.

J. SUBCONTRACTOR agrees to manage personnel to the standards and policies set forth in writing by THE COMPANY in order to meet the CLIENT'S Guidelines.

K. Quality Assurance:

a. THE COMPANY will quality checks the SUBCONTRACTOR'S work. In the event that the SUBCONTRACTOR fails to pass any Quality Assurance checks by either THE CLIENT or THE COMPANY, any charge that is incurred by THE COMPANY as a result of defective, rejected work products, or any related-problem, is the sole responsibility of the SUBCONTRACTOR and such charges shall be deducted from SUBCONTRACTOR invoice payments.

b. Damages: If, SUBCONTRACTOR has created damage to the premises where the WORK is performed, SUBCONTRACTOR shall address and correct the damages, provided THE CLIENT and/or THE COMPANY allow such time to make the necessary corrections. If THE CLIENT and/or THE COMPANY find it necessary to make repairs to such

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damages before these are corrected by THE SUBCONTRACTOR, the cost of such repairs shall be deducted from SUBCONTRACTOR invoice payments.

L. SUBCONTRACTOR shall schedule all Work so that it avoids any conflict, delay in or interference with the work of THE COMPANY or other subcontractors. THE COMPANY is aware that the SUBCONTRACTOR is a fulfillment installation company and requires reasonable notice prior to performing each Work order. The SUBCONTRACTOR acknowledges that Web-Connect work orders are electronically issued to THE COMPANY and THE COMPANY has no control over the issuance of such orders. The normal issuance of work orders should give the SUBCONTRACTOR plenty of advance notice providing SUBCONTRACTOR has the adequate personnel as described in this Section entitled Responsibilities.

M. Scheduling

- a. SUBCONTRACTOR shall have sole control of the means, methods and timing of performing each installation project, including the selection of persons to perform the work involved on each work order or construction print hereunder, subject to THE COMPANY'S provided conditions, specifications, standards and other desired end results, as detailed below. THE COMPANY is concerned only with the final results contracted for.
- b. SUBCONTRACTOR shall complete all scheduled installation appointments within the scheduled time window, even if they are unable to confirm the appointment with the customer or property owner prior to arrival on the scheduled date. If the customer or property owner is not at the premises at the time of scheduled appointment, SUBCONTRACTOR shall leave a missed appointment door hanger or other notice and provide a detailed description of residence to THE CLIENT'S dispatch before leaving the customer location. Failure to adhere to this section of the contract could result in termination of contract and/or a deduction on the invoice.
- c. Schedule: Jobs that you choose to install and are scheduled between 8:00 a.m.-12 p.m. and are not completed or rolled on by 11:00 a.m. must be called into the THE CLIENT'S dispatch center so that it can be noted in THE CLIENT'S database. It is sole responsibility of the SUBCONTRACTOR to inform the customer that he/she will be arriving late to the job. Jobs that are scheduled between 1:00 p.m. and 5:00 p.m. and are not completed or rolled on by 4:00 p.m. must adhere to the same guidelines. Failure to adhere to these guidelines may result in termination of contract and/or an invoice deduction.

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SECTION V: INSTALLATION REQUIREMENTS

- A. SUBCONTRACTOR shall provide its name to all customers and state that SUBCONTRACTOR is an authorized Representative of THE CLIENT.
- B. SUBCONTRACTOR'S Scope of Work includes all supplementary items necessary for the proper execution, installation, application, placement, and completion of the SUBCONTRACTOR Work. This may include various procedures and specific forms as provided by THE COMPANY.
- C. THE CLIENT'S specific Guidelines for installation shall be followed at all times. These Guidelines will be provided to you during SUBCONTRACTOR orientation at no cost. Failure to adhere to these Guidelines will result in termination of contract and/or a deduction from invoice, at Company's sole discretion.
- D. All paperwork and reports must be completed according to the Guidelines of the CLIENT. Paperwork and reports must be submitted to THE COMPANY on a daily basis with all required documentation, in order to receive timely payments. Any incorrect paperwork will be charged \$25.00 per Work order. Please refer to the CLIENT'S Guidelines for a list of required paper work and reports.

Section VI: EQUIPMENT

- A. All equipment will be issued by THE COMPANY to the SUBCONTRACTOR as needed. SUBCONTRACTOR shall maintain an accurate inventory and is responsible for all equipment issued. SUBCONTRACTOR shall notify Company in the event of any missing, damaged, stolen, lost or unaccounted inventory. SUBCONTRACTOR shall comply with THE COMPANY daily inventory reconciliation process.
- B. All charges to SUBCONTRACTOR for any of the above will be deducted from invoices on a weekly basis through an invoice deduction at current Company cost. Reconciliation of such equipment deduction will be documented and added into the next SUBCONTRACTOR invoice.
- C. Required tools:
 - a. SUBCONTRACTOR is solely responsible for assuring each installation vehicle has a 14 ft. ladder, 28 ft. ladder, and 6 ft. step ladder, appropriate meter, Hammer Drill, Cordless 18-24 volt drill, Compression Crimp tool, Cell phone and all basic hand tools.

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- b. SUBCONTRACTOR is solely responsible for providing all tools necessary to perform THE WORK. Missing the necessary tools does not constitute a valid reason for failure to perform THE WORK and such failure may result in a back charge or invoice deduction as described above for any other failure to perform THE WORK.
- c. From time to time THE COMPANY may, at its discretion, provide additional tools or equipment to SUBCONTRACTOR in order complete THE WORK in a timely manner. Such additional tools or equipment will remain the sole property of THE COMPANY and must be returned to THE COMPANY upon completion of THE WORK. Failure to return these tools or equipment will result in a back charge or invoice deduction as described above.

Section VII: DAMAGES

- A. SUBCONTRACTOR will notify Company in writing of each incident of property damage in the course of it's' installations or performance of other services. SUBCONTRACTOR shall reach resolution satisfactory to THE CLIENT and THE COMPANY in accordance with THE CLIENT'S Guidelines and the wishes of the customer or the other affected parties no later than (2) days after the incident.
- B. In the event that SUBCONTRACTOR does not comply with the provisions of Paragraph A of this Section, THE COMPANY is entitled to remedy the problem and charge back the SUBCONTRACTOR for all cost involved through invoice deduction as described below in Section XI, "Authorized Deductions".

Section VIII: WARRANTIES

SUBCONTRACTOR warrants that:

- A. SUBCONTRACTOR'S agreement to perform THE WORK pursuant to this Agreement does not violate any agreement or obligation between SUBCONTRACTOR and a third party; and
- B. THE WORK as delivered to THE COMPANY will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and
- C. The services provided by SUBCONTRACTOR shall be performed in a professional manner, and shall be of a high grade, nature, and quality in accordance with local Quality Assurance as well as FCC standards and Guidelines of THE CLIENT. The services shall be performed in a timely manner and shall meet deadlines agreed upon between SUBCONTRACTOR and THE COMPANY.
- D. SUBCONTRACTOR warranties its workmanship for a period of one (1) year after each installation. This warranty includes repair and replacement of any defective

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workmanship and satisfaction of any damage claims resulting from its operations. THE COMPANY reserves the right to inspect and approve any and all installations made by SUBCONTRACTOR. If it has been determined that an installation has not been properly made, SUBCONTRACTOR shall, at THE COMPANY'S option, remedy the improper installation in a timely manner or shall reimburse THE COMPANY its costs to remedy such installation through invoice deduction, as outlined below in Section XI, "Authorized Deductions".

- E. SUBCONTRACTOR shall conform to all applicable federal, state and local safety codes, including OSHA regulations. THE COMPANY shall not be liable for any penalties or suits from whatever sources, which result from any violations of such safety regulations.

SECTION IX: *TERMS OF AGREEMENT*

- A. This Agreement shall commence on, 1st January 2015 and shall expire in one (1) calendar year from the date of commencement. SUBCONTRACTOR agrees to perform the Work at the request of THE COMPANY on or before the expiration of the term set forth above.
- B. THE COMPANY may terminate the use of SUBCONTRACTOR'S services at any time without cause and without further obligation to SUBCONTRACTOR except for payment due for services prior to date of such termination.
- C. Termination of this Agreement or termination of services shall not affect the provisions under Sections IX-XV, hereof, which shall survive any termination.
- D. This Agreement shall automatically renew for a period of one (1) year unless either party provides written notification of cancellation at least thirty (30) days prior to the expiration date.

Section X: *PAYMENT SCHEDULE*

SUBCONTRACTOR will be paid for Work performed under this Agreement as follows:

- A. THE COMPANY will pay to SUBCONTRACTOR a specific amount for each type of work performed as detailed in Exhibit "A" of this agreement, entitled "Subcontractor Payment Schedule".
- B. Payment will be made in accordance with THE COMPANY'S Schedule of Installation Payments as amended from time to time.
- C. The COMPANY will withhold ten percent (10%) of approved invoices as retainage against any claims of COMPANY against SUBCONTRACTOR. The retainage shall be capped at \$7,500 or \$1,500.00 dollars for each badged technician, whichever is greater. All retainage is due to be repaid at the end of a warranty period as set forth or 120 days after the

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COMPANY'S retainage if any has been released by its CLIENT, whichever is greater. Such retainage shall not receive any consideration of interest but will be repaid dollar for dollar less any charges for defective work or other charges allowed under this agreement.

SUBCONTRACTOR agrees that any work performed in a substandard manner or not to the CLIENTS specifications and already paid to SUBCONTRACTOR will be charged back.

- D. A payment schedule for calendar year 2015 is attached hereto as Exhibit "B". Payments shall continue on a weekly schedule as logically follows the schedule shown in Exhibit "B" at the end of 2015, unless amended as stated above. THE COMPANY will provide SUBCONTRACTOR with an amended payment schedule no less than thirty (30) days in advance of such changes.
- E. THE COMPANY shall make payments to SUBCONTRACTOR only after THE COMPANY has received and approved SUBCONTRACTOR'S invoice and all other required paper work and a complete accounting of equipment inventory used during that invoice period.
- F. Payment by THE COMPANY shall *not* be deemed acceptance of SUBCONTRACTOR'S work. Upon termination of this contract THE COMPANY may retain a percentage of payment due to SUBCONTRACTOR until all obligations of SUBCONTRACTOR to THE COMPANY have been fulfilled. This includes withholding payments due to SUBCONTRACTOR because of unrepaired or faulty workmanship or unresolved damage expenses (as explained in Paragraph 12 below). SUBCONTRACTOR waives any and all rights it may have to any mechanics or similar lien against any materials, equipment and/or other property upon which the work is to be performed.

Section XI: *AUTHORIZED DEDUCTIONS*

SUBCONTRACTOR agrees to and authorizes THE COMPANY to make the following deductions from invoice payments to THE SUBCONTRACTOR:

- A. Cost of any damages repaired by either THE CLIENT or THE COMPANY as stated above;
- B. If WORK performed by SUBCONTRACTOR requires additional service during the terms of warranty described above, THE COMPANY will deduct the full cost of the original service if SUBCONTRACTOR is unable to meet the terms of warranty; and
- C. Any miscellaneous deductions for failure to meet the guidelines and procedures of THE CLIENT as detailed in and attached hereto as Exhibit "C", entitled "Schedule of Subcontractor Back-Charges".
- D. Any equipment issued to SUBCONTRACTOR that is lost, stolen or unaccounted for upon any audit of such equipment.

SECTION XII: *CONFIDENTIALITY AND OWNERSHIP*

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- A. SUBCONTRACTOR recognizes and acknowledges that THE COMPANY possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of THE COMPANY relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by SUBCONTRACTOR, or (b) information that subsequently becomes public through no act or omission of the SUBCONTRACTOR. SUBCONTRACTOR agrees that all of the confidential information is and shall continue to be the exclusive property of THE COMPANY, whether or not prepared in whole or in part by SUBCONTRACTOR and whether or not disclosed to or entrusted to SUBCONTRACTOR'S custody. SUBCONTRACTOR agrees that SUBCONTRACTOR shall not, at any time following the execution of this Agreement, use for its own benefit or the benefit of any other person, or disclose to any other person in any manner any confidential information of THE COMPANY.
- B. To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by SUBCONTRACTOR in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by THE COMPANY and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, SUBCONTRACTOR hereby irrevocably and exclusively assigns to THE COMPANY, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of SUBCONTRACTOR rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, SUBCONTRACTOR hereby irrevocably and unconditionally waives all enforcement of such rights. SUBCONTRACTOR shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by SUBCONTRACTOR shall automatically without any action on the part of the SUBCONTRACTOR, become the property of THE COMPANY, being part of the services provided by the SUBCONTRACTOR under this Agreement.

Section XIII: RETURN OF MATERIALS

SUBCONTRACTOR agrees that upon termination of this Agreement, SUBCONTRACTOR will return to THE COMPANY all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, equipment inventory, documents and any other material containing or disclosing any confidential or proprietary information of THE COMPANY. SUBCONTRACTOR will not retain any such materials.

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Section XIV: INDEMNITIES AND INSURANCE

- A. SUBCONTRACTOR agrees to indemnify, defend, and hold THE COMPANY, THE CLIENT and their successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by SUBCONTRACTOR. The indemnity provided hereunder should not be limited by the Insurance requirements listed below.
- B. The SUBCONTRACTOR shall deliver to THE COMPANY, prior to commencement of any work provided for herein, certificate evidencing that insurance of the types and minimum amounts specified as described in Section A below and obtained by THE COMPANY.
- C. THE COMPANY shall make no payments to SUBCONTRACTOR under this agreement and SUBCONTRACTOR shall not perform any work under this agreement until SUBCONTRACTOR has delivered an Insurance Policy that is current and names THE COMPANY as additionally insured with the following coverage and limits:

SUBCONTRACTOR shall obtain and maintain throughout the Term of this Agreement insurance for all states in which they work with coverage and limits as follows:

1. Worker's Compensation and Occupational Disease Insurance: At statutory limits as provided by the state in which the sales activities hereunder are to be performed, and Employer's Liability Insurance at a limit of not less than One Million Dollars (\$1,000,000) for all damages arising from each accident or occupational disease;
2. Commercial General Liability, Insurance Covering Operations and Premises Liability:
 - ☐ SUBCONTRACTOR's Protective Liability; Completed Operations; Product Liability; Contractual Liability; Personal Injury; and Property Damage caused by explosion, collapse and underground damage; and Broad-Form Property Damage Endorsement. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) combined single limit of liability for each occurrence;
3. Commercial Automobile Liability Insurance: Covering all owned, hired or non-owned vehicles, including the loading or unloading thereof, with limits no less than One Million Dollars (\$1,000,000) combined single limit of liability for Automobile Bodily Injury, Personal Liability and Automobile Property Damage for each occurrence; and
4. Umbrella Excess Liability: Coverage in an amount no less than Five Million Dollars (\$5,000,000) for each occurrence.

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5. All such insurance shall be carried with companies satisfactory to THE CONTRACTOR and CLIENT, licensed to do business in the jurisdiction where SUBCONTRACTOR conducts business hereunder, and such policies shall name RAB COMMUNICATIONS, INC. and any of its affiliates and subsidiaries and its officers and directors and their employees and agents as additional insured parties. The Subcontractor's insurance shall be primary and non-contributory.

SUBCONTRACTOR SHALL NOT COMMENCE OPERATIONS OR WORK OF ANY SORT HEREUNDER UNTIL IT HAS OBTAINED ALL INSURANCE REQUIRED HEREUNDER AND CERTIFICATES EVIDENCING SUCH INSURANCE HAVE BEEN SUBMITTED TO AND APPROVED BY RAB COMMUNICATIONS, INC.

SUBCONTRACTOR shall not make any other arrangement with anyone for the performance of any work contemplated hereunder which does not embody the substance of these provisions concerning insurance protection for CONTRACTOR. Renewal certificates of insurance must be filed prior to policy expiration so that a current certificate is on file with CONTRACTOR at all times during the Term of this Agreement.

Each insurance policy required hereunder, shall provide that it will not be canceled or amended except after thirty (30) days advance written notice to CONTRACTOR, mailed to the address indicated herein, and the policy, policy endorsements and certificates of insurance shall contain the following endorsement: "It is hereby understood and agreed that any material change to this policy, cancellation of this policy, or the intention not to renew the policy shall not be effective unless notice thereof has been provided to RAB COMMUNICATIONS, INC. by registered mail at least thirty (30) days prior to such change, cancellation or non-renewal."

Further, RAB Communications, Inc. requires a certificate of insurance naming RAB Communications, Inc. as ADDITIONALLY INSURED on all policies. Further, all notices must contain a cancellation clause requiring at least 45 days' notice of any cancellation of policies or change.

ALL NOTICES MUST BE ADDRESSED and MAILED TO AS FOLLOWS:

RAB COMMUNICATIONS, INC.
ATTN: Chief Financial Officer
Ms. Paula Bleidorn
10 CORDAGE Park Circle
Suite 125
Plymouth, MA 02360

In the event of any cancellation or any policy change not acceptable RAB COMMUNICATIONS, INC., RAB COMMUNICATIONS, INC. reserves the right to provide replacement insurance coverage and to charge any premium expense therefor to SUBCONTRACTOR and to deduct such cost from any amounts due or to become due to SUBCONTRACTOR hereunder.

The liability of SUBCONTRACTOR shall not be limited by said insurance policies or the recovery of any amounts thereunder.

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SECTION XV: SAFETY

At its' own expense, at all times the SUBCONTRACTOR shall take all reasonable precaution to protect persons and property at or adjacent to the project site from damage, loss or injury resulting from performance of the Contract Work by the SUBCONTRACTOR, and its' employees or other agents. If any accident occurs, person is injured, or property damaged at or near the site resulting from the performance of the SUBCONTRACTOR or its employees or other agents, the SUBCONTRACTOR shall immediately notify THE COMPANY thereof both by phone and in writing. The SUBCONTRACTOR shall comply with all specific safety requirements of THE COMPANY, including all specific requirements set forth in the Contract documents and also all specific safety requirements promulgated by any applicable governmental authority, including without limitations, the requirements of the Occupational Safety Health Act.

Section XVI: OTHER ACTIVITIES

- A. SUBCONTRACTOR is free to engage in other independent contracting activities. SUBCONTRACTOR agrees not to induce or attempt to influence, directly or indirectly, any employee at THE COMPANY to terminate his/her employment and work for SUBCONTRACTOR or any other person.
- B. SUBCONTRACTOR may not, however, engage in any other independent contracting activities for other vendors of THE CLIENT, any competitors of THE CLIENT or any competitors of THE COMPANY. Such activities would constitute breach of Section XII, "CONFIDENTIALLY AND OWNERSHIP" herein above and would be actionable under the provisions of this agreement.

SECTION XVII: MISCELLANEOUS

- A. Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or SUBCONTRACTOR'S relationship with THE COMPANY, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the *State of Massachusetts, USA* without regard to conflict of law principles.
- C. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.
- D. In the event SUBCONTRACTOR is a corporation or a partnership, it is expressly understood and agreed that the person or persons executing this Agreement on behalf of SUBCONTRACTOR shall be individually and personally bound by all of the terms hereof

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and liable to THE COMPANY hereunder, as if he, she or they were specifically named as a party hereto.

- E. Amendment. This Agreement may be amended only by a writing signed by SUBCONTRACTOR and by a duly authorized representative of THE COMPANY.
- F. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- G. Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
- H. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
- I. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of THE COMPANY, by an officer of THE COMPANY or other person duly authorized by THE COMPANY.
- J. Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants of SUBCONTRACTOR, the damage or imminent damage to the value and the goodwill of THE COMPANY'S business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that THE COMPANY shall be entitled to injunctive relief against SUBCONTRACTOR in the event of any breach or threatened breach of any of such provisions by SUBCONTRACTOR, in addition to any other relief (including damages) available to THE COMPANY under this Agreement or under law.
- K. No assignment or delegation of this Agreement shall be made by either party without the consent in writing of the other.
- L. This Agreement is binding on each party's respective heirs, successors and assigns.
- M. SUBCONTRACTOR agrees to attend meetings held from time to time, whether by THE COMPANY or Client, for general information purposes relevant to SUBCONTRACTOR'S services and/or final end product.

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- N. If any one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.
- O. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to SUBCONTRACTOR'S residence (as noted below), or to THE COMPANY'S principal office, as the case may be.
- P. Assistance. SUBCONTRACTOR shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to THE COMPANY as may reasonably be required by THE COMPANY in connection with work performed by SUBCONTRACTOR; provided, however, that such assistance following termination shall be furnished at the same level of compensation as provided in Section II.
- Q. Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in state or federal court in **Massachusetts, USA**. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the party at the party's last known address, if personal service delivery cannot be easily effected, and (4) authorizes and directs the Agent to accept such service in the event that personal service delivery cannot easily be effected. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.
- R. SUBCONTRACTOR warrants that it fully understands and accepts all the terms and conditions of this Agreement.

Company: RAB Communications, Inc.Subcontractor: Fast Pace Connections LLC

By: _____

By (Name):

Cory Lee John

Russell Blow

Cory Lee John

Title: President

Social Sec. # or FIN

Address: 811 Grace St. Mansfield, OH 44905

Signature: _____

Signature:

[Signature]

Date: _____

Date:

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RAB COMMUNICATIONS, INC.**INDEPENDENT CONTRACTOR AGREEMENT****MASTER AGREEMENT FOR INSTALLATIONS/CONSTRUCTION SERVICES*****Exhibit "A: - Subcontractor Payment***

MID OHIO PROJECT COLUMBUS OHIO			
Job Codes	Job Codes: Description	Points	PRICE PER POINT 2.65
CC001	GEN WO SVC NEW CONNECT	4	\$ 10.60
CC002	GEN WO SVC CHG/RECONN	4	\$ 10.60
CC003	DISCONNECT	2	\$ 5.30
CC004	GROUND/BOND PLACE/REPAIR	1	\$ 2.65
CC005	NEW ARL DROP RG 6	6	\$ 15.90
CC006	NEW ARL DROP RG 11	7	\$ 18.55
CC008	REPL ARL DROP RG 6	6	\$ 15.90
CC009	REPL ARL DROP RG 11	7	\$ 18.55
CC011	TEMP UG DROP RG 6	3	\$ 7.95
CC012	TEMP UG DROP RG 11	4	\$ 10.60
CC013	INSTALL VIDEO CPE	2	\$ 5.30
CC014	VIDEO CPE CUSTOMER ED	2	\$ 5.30
CC017	WALL FISH VIDEO	5	\$ 13.25
CC018	OUTLET ACTV VIDEO	2	\$ 5.30
CC020	DRIVE TIME TO JOB	2	\$ 5.30
CC035	OUTLET INST VIDEO	5	\$ 13.25
CC036	REPLA OUTLET AND ACTIVATE	5	\$ 13.25
CC037	WHOLE HOUSE SET UP	8	\$ 21.20
CD001	GEN WO SVC NEW CONNECT	4	\$ 10.60
CD002	GEN WO SVC CHG/RECONN	4	\$ 10.60
CD004	GROUND/BOND PLACE/REPAIR	1	\$ 2.65
CD005	NEW ARL HSD DROP RG 6	6	\$ 15.90
CD006	NEW ARL HSD DROP RG 11	7	\$ 18.55
CD008	REPL ARL HSD DROP RG 6	6	\$ 15.90
CD009	REPL ARL HSD DROP RG 11	7	\$ 18.55
CD011	TEMP UG HSD DROP RG 6	3	\$ 7.95
CD012	TEMP UG HSD DROP RG 11	4	\$ 10.60
CD013	INSTALL HSD CPE	2	\$ 5.30
CD014	HSD CPE CUSTOMER ED	2	\$ 5.30
CD017	WALL FISH HSD/DP	5	\$ 13.25
CD018	OUTLET ACTV HSD/DP	2	\$ 5.30
CD020	DRIVE TIME TO JOB	2	\$ 5.30
CD021	INSTALL HOME NETWORK	3	\$ 7.95
CD022	ADDL HOME NETWORK DEVICE	2	\$ 5.30
CD035	OUTLET INST HSD/DP	5	\$ 13.25
CD036	REPL OUT HSD/DP	5	\$ 13.25
CT013	INST DIGITAL PHONE CPE (NO HSD)	3	\$ 7.95

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CT014	DP CPE CUSTOMER ED	1	\$	2.65
CT023	INST HSD/DIG PHONE CPE	4	\$	10.60
CT024	SECOND DP LINE (NUMBER)	4	\$	10.60
CT025	ACTV DIG PHN OUTLET SFU	2	\$	5.30
CT026	ACTV DIG PHN OUTLET MDU	2	\$	5.30
CT027	OUTLET INST/ACTV DP SFU	5	\$	13.25
CT028	OUTLET INST/ACTV DP MDU	5	\$	13.25
TC	TROUBLE CALL	12	\$	31.80
CC016	Equipment Recovery	2	\$	5.30
CD016	Equipment Recovery	2	\$	5.30

END

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RAB COMMUNICATIONS, INC.**INDEPENDENT CONTRACTOR AGREEMENT****MASTER AGREEMENT FOR INSTALLATION/CONSTRUION SERVICES****Exhibit "B" - 2015 Pay Dates**

The following represents the dates on which subcontractor payments will be made. Payment Dates beyond those shown below will continue in a weekly manner, unless modified by the parties to this Agreement.

This schedule may be changed with thirty (30) days' notice from THE COMPANY:

2015 Weekly Payroll Schedule

Week #	Worked Dates	PAY DATE	Week #	Worked Dates	PAY DATE
1	12/26/14 - 01/01/15	01/16/15	27	06/26/15 - 07/02/15	07/17/15
2	01/02/15 - 01/08/15	01/23/15	28	07/03/15 - 07/09/15	07/24/15
3	01/09/15 - 01/15/15	01/30/15	29	07/10/15 - 07/16/15	07/31/15
4	01/16/15 - 01/22/15	02/06/15	30	07/17/15 - 07/23/15	08/07/15
5	01/23/15 - 01/29/15	02/13/15	31	07/24/15 - 07/30/15	08/14/15
6	01/30/15 - 02/05/15	02/20/15	32	07/31/15 - 08/06/15	08/21/15
7	02/06/15 - 02/12/15	02/27/15	33	08/07/15 - 08/13/15	08/28/15
8	02/13/15 - 02/19/15	03/06/15	34	08/14/15 - 08/20/15	09/04/15
9	02/20/15 - 02/26/15	03/13/15	35	08/21/15 - 08/27/15	09/11/15
10	02/27/15 - 03/05/15	03/20/15	36	08/28/15 - 09/03/15	09/18/15
11	03/06/15 - 03/12/15	03/27/15	37	09/04/15 - 09/10/15	09/25/15
12	03/13/15 - 03/19/15	04/03/15	38	09/11/15 - 09/17/15	10/02/15
13	03/20/15 - 03/26/15	04/10/15	39	09/18/15 - 09/24/15	10/09/15
14	03/27/15 - 04/02/15	04/17/15	40	09/25/15 - 10/01/15	10/16/15
15	04/03/15 - 04/09/15	04/24/15	41	10/02/15 - 10/08/15	10/23/15
16	04/10/15 - 04/16/15	05/01/15	42	10/09/15 - 10/15/15	10/30/15
17	04/17/15 - 04/23/15	05/08/15	43	10/16/15 - 10/22/15	11/06/15
18	04/24/15 - 04/30/15	05/15/15	44	10/23/15 - 10/29/15	11/13/15
19	05/01/15 - 05/07/15	05/22/15	45	10/30/15 - 11/05/15	11/20/15
20	05/08/15 - 05/14/15	05/29/15	46	11/06/15 - 11/12/15	11/27/15
21	05/15/15 - 05/21/15	06/05/15	47	11/13/15 - 11/19/15	12/04/15
22	05/22/15 - 05/28/15	06/12/15	48	11/20/15 - 11/26/15	12/11/15
23	05/29/15 - 06/04/15	06/19/15	49	11/27/15 - 12/03/15	12/18/15
24	06/05/15 - 06/11/15	06/26/15	50	12/04/15 - 12/10/15	12/25/15
25	06/12/15 - 06/18/15	07/03/15	51	12/11/15 - 12/17/15	01/01/16
26	06/19/15 - 06/25/15	07/10/15	52	12/18/15 - 12/24/15	01/08/16

Please note that the week ending date on your pay stub defaults to a Saturday. Use the above schedule for your actual pay date range.

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RAB COMMUNICATIONS, INC.**INDEPENDENT CONTRACTOR AGREEMENT****MASTER AGREEMENT FOR ALL INSTALLATION/CONSTRUCTION SERVICES*****Exhibit "C" – Schedule of Subcontractor Back Charges***

MID OHIO Time Warner Cable Back Charge		
Task Code	Explanation	Price
Charge Back - First Call Resolution		
	<i>TC's on Installs</i>	\$ 45.00
Charge Back - Repeat TC's		
	<i>Repeats TC's</i>	\$ 45.00
Charge Back - On Time Compliance		
	<i>Late Appointments</i>	\$ 20.00
Charge Back - QC Score		
	<i>QC's</i>	\$ 45.00
Charge Back - Cognos / ETS		
	<i>ETS</i>	\$ 20.00
Badge Charges		
	<i>Issue New Badge</i>	\$ 5.00
No Badge		
	<i>1st Occurrence</i>	\$ 500.00
No Badge		
	<i>2nd Occurrence</i>	\$ 1,000.00
No Badge		
	<i>3rd Occurrence</i>	\$ 1,500.00
Replace		

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	Lost/Stolen	\$ 20.00
Renew		
	Expired	\$ 5.00
Unreturned Badge		
	Within 5 Days	\$ 100.00

- **DAMAGE CLAIMS WHICH FAIL TO BE RESOLVED COULD RESULT IN THE TOTAL AMOUNT BEING DEDUCTED FROM INVOICE PLUS A 15% ADMINISTRATIVE FEE.**

Signature: _____

Date: _____

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RAB COMMUNICATIONS, INC.**INDEPENDENT CONTRACT AGREEMENT****MASTER AGREEMENT FOR INSTALLATION/CONSTRUCTION SERVICES*****Exhibit "D" – COST TO SUBCONTRACTOR FOR ITEMS NOT RETURNED OR MISSING******EQUIPMENT CHARGES***

Item #	Item Description	Prices	Type of Equipment
3CMODM	MODEM - 3COM	\$40.00	Residential Modem
4200TEL	MTA - MOTOROLA SBV4200 DO NOT USE	\$120.00	EMTA
ABC007	BC MOD - AMBIT ABC019 WIRELESS	\$240.00	Commercial Wireless Modem
ABD2600	BC MOD - AMBIT 4 PORT U10C018	\$240.00	Commercial Modem
ABD2700	BC MOD - AMBIT DDC2700 - D20 DS035 US003	\$240.00	Commercial Modem
ABRTR1P	BC MOD - AMBIT 1 PORT	\$240.00	Commercial Router (1 port)
ABRTR4P	BC MOD - AMBIT 4 PORT U10C018	\$240.00	Commercial Router (4 port)
ADELUN	MODEM - ADELPHIA	\$40.00	Residential Modem
ADELUNC	MISC - ADELPHIA EQUIPMENT	\$0.00	Adelphia Unknown Box
AMB3349	BC MOD - AMBIT 3349 U10C020	\$240.00	Commercial Router
CBLCD1M	CBL CARD - SA M-CARD 1 WAY	\$60.00	Cable Card
CBLCRD2	CBL CARD - SA M-CARD 2 WAY	\$60.00	Cable Card
CCARD1M	CBL CARD - SA M-CARD 1 WAY	\$60.00	Cable Card
CI4640S	CISCO 4640 - ALL-DIG,ADSG,SACC	\$240.00	Standard HD
CI4742S	CISCO 4742 - ADSG,SACC,MOCA-CLT	\$240.00	Standard HD
CI8640S	CISCO 8640 - DVR,ALL-DIG,ADSG,SACC	\$320.00	HD-DVR
CI8642S	CISCO 8642 - DVR,ADSG,SACC,MOCA-SVRC	\$320.00	HD-DVR
CI8742S	CISCO 8742 - DVR,ADSG,SACC,MOCA-SVRC	\$320.00	HD-DVR
CIS1804	BC MOD - CISCO BC1804 D20 DS038 US003	\$240.00	Commercial Modem
CIS1805	BC MOD - CISCO BC1805 D20 DS038 US003	\$240.00	Commercial Modem
CIS3400	ROUTER - CISCO ROUTER 3400	\$240.00	Commercial Modem
CIS815	BC MOD - CISCO 815 4 PORT BC	\$240.00	Commercial Modem
CM820A	MODEM - ARRIS CM820A D30 DS120 US005	\$40.00	Residential Modem
COM1010	MODEM - COM21 DP1010	\$40.00	Residential Modem
COM111	MODEM - COM21 DP111 D10 DS011 US003	\$40.00	Residential Modem
COM111C	MODEM - COM21 DP111 DO NOT USE	\$40.00	Residential Modem
CUBR904	BC MOD - CISCO UBR904	\$240.00	Commercial Router
CUBR90X	BC MOD - CISCO UBR905 D10 DS007 US003	\$240.00	Commercial Router
CYBMODM	MODEM - ADELPHIA AHMOT1	\$40.00	Residential Modem
DC2100N	MODEM - SA DPC2100N D030 DS037 US003	\$40.00	Residential Modem
DC6412H	MOTO HD DVR - MOTO DCT6412 HD DVR FRANK	\$320.00	HD-DVR
DCM1000	MODEM - SUNRISE CM1000	\$40.00	Residential Modem

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DCM200	MODEM - THOMSON AHD202 D11 DS037 US003	\$40.00	Residential Modem
DCT6200	MOTO HD - MOTO DCT6200HD 2WAY HTS FRNKLN	\$240.00	Standard HD
DCT6412	MOTO HD DVR - MOTO DCT6412 HD DVR	\$320.00	HD-DVR
DDW3611	GATEWAY - WIFI UBEE 3611 D30 DS120 US010	\$40.00	Residential Wireless Modem
DDW365	GATEWAY - UBEE DDW365 AWG/MODEM/ROUTER	\$40.00	Residential Wireless Modem
DG860A	GATEWAY - ARRIS DG860A MODEM/AWG D3	\$40.00	Residential Wireless Modem
DP2100	MTA - SA DPX2100 MTA D20 DS038 US004	\$40.00	Residential Modem
DP2203	MTA - SA DP2203 W/BATT D20 DS040 US003	\$120.00	EMTA
DP2203C	MTA - SA DPC2203 W/BATT D20 DS040 US003	\$120.00	EMTA
DP2203T	MTA - SA DPX2203 MTA D20 DS040 US003 BAT	\$120.00	EMTA
DP2203N	MTA - SA DPX2203 NO BAT D20 DS040 US004	\$120.00	EMTA
DPC2100	MODEM - SA DPC2100 D20 DS038 US004	\$40.00	Residential Modem
DPC210R	MODEM - SA DPC2100R D030 DS037 US003	\$40.00	Residential Modem
DPC3000	MODEM - SA DPC3000 D30 DS037 US003	\$40.00	Residential Modem
DPX100	MTA - SA DPX100	\$40.00	Residential Modem
DW3201B	MTA - WIFI UBEE 3201 D30 DS120 US010	\$40.00	Wireless Modem
ER200C	MODEM - ERICSSON	\$40.00	Residential Modem
GI2000R	MOTO DIG - MOTO DCT2000 DIGITAL RF FRANK	\$240.00	Standard DCT
GSB3100	MODEM - MOTO SB-3100 D11 DS006 US003	\$40.00	Residential Modem
GSB4100	MODEM - MOTO SB-4100 D11 DS015 US003	\$40.00	Residential Modem
GSB4200	MODEM - MOTO SB-4200 D11 DS022 US004	\$40.00	Residential Modem
GSB4220	MODEM - MOTO SB-4220 D11 DS022 US004	\$40.00	Residential Modem
GSB5100	MODEM - MOTO SB-5100 D11 DS037 US003	\$40.00	Residential Modem
HP100W	ROUTER - 2WIRE HN100W	\$80.00	Router
HP100WL	ROUTER - 2WIRE HN100WL	\$80.00	Wireless Router
JEDPV5	CONVERTER - ANALOG - JERROLD DPV5	\$240.00	Analog Converter
JEDPV7	CONVERTER - ANALOG - JERROLD DPV7	\$240.00	Analog Converter
LTD2203	MTA - SA DP2203 W/BATT D20 DS040 US003	\$120.00	EMTA
MOTOC1	CBL CARD - MOTO 1 WAY	\$60.00	Cable Card
MT17002	MOTO DIG - MOTO DCT1700 DIGITAL RF RET	\$240.00	Standard DCT
MT2000	MOTO DIG - MOTO DCT2000 2 WAY	\$240.00	Standard DCT
MT20001	MOTO DIG - MOTO DCT2000 1 WAY	\$240.00	Standard DCT
MT25001	MOTO DIG - MOTO DCT2500 1 WAY	\$240.00	Standard DCT
MT25002	MOTO DIG - MOTO DCT2500 2 WAY	\$240.00	Standard DCT
MT32P3C	MOTO DCX3200M P3 MOCA CLT HD W/CISCO CC	\$240.00	Standard HD
MT3510S	MOTO DCX3510 MR DVR SERVER MOCA SACC	\$320.00	HD-DVR
MT5000	MOTO DIG - MOTO DCT5000 1 WAY	\$240.00	Standard DCT
MT5100H	MOTO HD - MOTO DCT5100 HD	\$240.00	Standard HD
MT6000H	MOTO HD - MOTO 6000 HD	\$240.00	Standard HD
MT6200H	MOTO HD - MOTO DCT6200 HD	\$240.00	Standard HD
MT6208B	MOTO HD - MOTO DCT6208 2 WAY	\$320.00	HD-DVR

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MT6412	MOTO HD DVR - MOTO DCT6412 HD DVR	\$320.00	HD-DVR
MT64121	MOTO HD DVR - MOTO DCT6412 HD DVR 1WAY	\$320.00	HD-DVR
MT6416	MOTO HD DVR - MOTO DCT6416 2 WAY	\$320.00	HD-DVR
MT6416H	MOTO HD DVR - MOTO DCT6416 HITS FRNKLIN	\$320.00	HD-DVR
MTDM100	MODEM - ADELPHIA AHDM10	\$40.00	Residential Modem
MTH1000	MOTO HD DVR - MOTO DCT1000 HITS	\$240.00	Standard DCT
MTH1200	MOTO HD DVR - MOTO DCT1200 HITS	\$240.00	Standard DCT
MTH2000	MOTO HD DVR - MOTO DCT2000 HITS	\$240.00	Standard DCT
MTH2500	MOTO HD DVR - MOTO DCT2500 HITS	\$240.00	Standard DCT
MTMODM	MOTOROLA MODEM	\$40.00	Residential Modem
NCG814W	GATEWAY - NETGR CG814WG D20 DS020 US004	\$40.00	Residential Modem
NGGWYWL	GATEWAY - NETGR CG814WG D20 DS020 US004	\$40.00	Wireless Modem
NONAD	CONVERTER - NON ADDRESSABLE	\$240.00	Analog Converter
OAKADAN	CONVERTER - ADDRESSABLE OAK	\$240.00	Analog Converter
PA510A	DIG - PACE 510 DIGITAL	\$240.00	Standard DCT
PCX1100	MODEM - TOSHIBA PCX1000 D10 DS008 US003	\$40.00	Residential Modem
PCX110C	MODEM - TOSHIBA PCX1000 DO NOT USE	\$40.00	Residential Modem
PCX2000	MODEM - TOSHIBA PCX2000 D11 DS010 US003	\$40.00	Residential Modem
PCX2200	MODEM - TOSHIBA PCX2200 D11 DS010 US003	\$40.00	Residential Modem
PCX2500	MODEM - TOSHIBA PCX2500 D11 DS028 US003	\$40.00	Residential Modem
PCX2600	MODEM - TOSHIBA PCX2600 D11 DS027 US003	\$40.00	Residential Modem
PCX5000	GATEWAY - TOSHIB PCX5000 D10 DS008 US004	\$40.00	Residential Modem
PCX500C	GATEWAY - TOSHIBA PCX5000 DO NOT USE	\$40.00	Wireless Modem
PI1000	DIG - PIONEER VOYAGER BD1000 DIGITAL	\$240.00	Standard DCT
PI3510H	HD - PIONEER VOYAGER 3510HD - NO HDMI	\$240.00	Standard HD
PI5120	CONVERTER - ANALOG - PIONEER 5120	\$240.00	Analog Converter
PI6000	CONVERTER - ANALOG - PIONEER 6000	\$240.00	Analog Converter
PI9515	CONVERTER - ANALOG - PIONEER 9515	\$240.00	Analog Converter
PIO9000	CONVERTER - ANALOG - PIONEER 9000	\$240.00	Analog Converter
PIV3000	DIG - PIONEER VOYAGER BD3000 DIGITAL	\$240.00	Standard DCT
RC225	MODEM - RCA DCM225	\$40.00	Residential Modem
RC235	MODEM - RCA DCM235 D11 DS017 US002	\$40.00	Residential Modem
RC245	MODEM - RCA DCM245	\$40.00	Residential Modem
RCMODM	MODEM - RCA	\$40.00	Residential Modem
S8014WG	GATEWAY - SMC 8014WG-SI D20 DS029 US004	\$240.00	Commercial Modem
SA2000	DIG - SA 2000 DIGITAL	\$240.00	Standard DCT
SA2000H	HD - SA 2000 HD - NO HDMI	\$240.00	Standard HD
SA2200	DIG - SA 2200 DIGITAL	\$240.00	Standard DCT
SA3000	DIG - SA 3000 DIGITAL	\$240.00	Standard DCT
SA3100	DIG - SA 3100 DIGITAL	\$240.00	Standard DCT
SA3200	DIG - SA 3200 DIGITAL	\$240.00	Standard DCT

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SA3250H	HD - SA 3250 HD - 1394 PORT	\$240.00	Standard HD
SA3250J	HD - SA 3250 HD - 1394 PORT	\$240.00	Standard HD
SA424AD	HD - SA 4240HDC HD - ALL DIGITAL	\$240.00	Standard HD
SA4250C	DIG - SA 4250SDC DIGITAL	\$240.00	Standard DCT
SA425HC	HD - SA 4250HDC HD	\$240.00	Standard HD
SA8000	DIG - SA 8000 DIGITAL	\$240.00	Standard DCT
SA8000B	HD DVR - SA 8000 HD DVR	\$320.00	HD-DVR
SA8000D	DVR - SA 8000 SD DVR	\$320.00	Standard DVR
SA8003B	HD DVR - SA 8300 HD DVR	\$320.00	HD-DVR
SA824AD	SA 8240HDC HD DVR- ALL DIGITAL	\$320.00	HD-DVR
SA82HDC	HD DVR - SA 8240HDC HD DVR - ALL DIGITAL	\$320.00	HD-DVR
SA8300A	HD DVR - SA 8300 HD DVR	\$320.00	HD-DVR
SA8300B	HD DVR - SA 8300 HD DVR	\$320.00	HD-DVR
SA8300D	DVR - SA 8300 SD DVR	\$320.00	Standard DVR
SA83HDC	HD DVR - SA 8300HDC HD DVR	\$320.00	HD-DVR
SACBCD1	CBL CARD - SA 1 WAY	\$60.00	Cable Card
SADIG	DIG - SA DIGITAL	\$240.00	Standard DCT
SAMODM	MODEM - ADELPHIA AHDPX2213	\$40.00	Residential Modem
SB4100	MODEM - MOTOROLA SB-4100 D11 DS015 US003	\$40.00	Residential Modem
SB4101	MODEM - MOTO SB-4100 D11 DS015 US003	\$40.00	Residential Modem
SB4200	MTA - MOTO SBV-4200 D11 DS015 US004	\$120.00	EMTA
SB4220	MTA - MOTO SBV-4220	\$120.00	EMTA
SB5100	MODEM - MOTO SB-5100 D11 DS037 US003	\$40.00	Residential Modem
SB5101	MODEM - MOTO SB-5101 D20 DS033 US003	\$40.00	Residential Modem
SB5101N	MODEM - MOTO SB-5101 D20 DS033 US003	\$40.00	Residential Modem
SB5120	MTA - MOTO SBV-5121 D20 DS041 US004	\$40.00	Residential Modem
SB5120M	MODEM - MOTO SB-5120M D20 DS041 US004	\$40.00	Residential Modem
SB6141	MODEM - MOTO SB-6141 D30 DS120 US005	\$40.00	Residential Modem
SBG1000	MODEM - ADELPHIA AHMO10	\$40.00	Wireless Modem
SBG6580	WIRELESS CABLE MODEM D3	\$40.00	Wireless Modem
SBG900	GATEWAY - MOTO 900 D15	\$40.00	Wireless Modem
SBG940	GATEWAY - MOTO 940 D20 DS020 US004	\$40.00	Wireless Modem
SBG941	GATEWAY - WIFI MOTO 941 D20 DS035 US005	\$40.00	Wireless Modem
SBV5222	MTA - MOTO SBV-5222 D20 DS041 US004	\$120.00	EMTA
SBV5322	BC MTA - MOTO SBV-5322 D20 DS037 US004	\$240.00	Commercial 4 port EMTA
SM3262S	SAMS 3262, ADSG,SACC,MOCA-CLT	\$240.00	Standard HD
SM3272S	SAMS 3272 DVR,ADSG,SACC,MOCA-SVR	\$320.00	HD-DVR
SM3362S	SAMS 3262 - ADSG,SACC,MOCA-CLT	\$240.00	Standard HD
SMC8014	GATEWAY - SMC 8014G	\$40.00	Wireless Modem
SMT3050	HD - SAMSUNG H3050 HD	\$240.00	Standard HD
SMT3090	HD DVR - SAMSUNG H3090 HD DVR	\$320.00	HD-DVR

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SMT3260	HD - SAMSUNG H3260 HD - ALL DIGITAL	\$240.00	Standard HD
SMT3270	HD DVR - SAMSUNG H3270 HD DVR - ALL DIG	\$320.00	HD-DVR
STA1520	DA - CISCO TUNING ADAPTER	\$75.00	Tuning Adapter
STZ100W	SONICWALL - SONICWALL TZ100 WIRELESS	\$240.00	Commercial Modem
SV5322X	BC MTA - MOTO SBV-5322 D20 DS037 US004	\$240.00	Commercial Modem
TER210	MODEM - TERAYON 210	\$40.00	Residential Modem
TER210C	TERAYON ECM210 CLONE HSD8-DO NOT USE	\$40.00	Residential Modem
TER615	MODEM - TERAYON 615	\$40.00	Residential Modem
TER715X	MODEM - TERAYON TJ715 D00 DS000 US000	\$40.00	Residential Modem
TG852G	MTA - ARRIS TM602G D20 DS037 US003	\$120.00	Wireless EMTA
TM502G	BC MTA - ARRIS TM502G D20 DS038 US003	\$240.00	Commercial EMTA
TM508A	BC MTA - ARRIS TM508A D20 DS037 US004	\$240.00	Commercial EMTA
TM512A	BC MTA - ARRIS TM512A D20 DS036 US004	\$240.00	Commercial EMTA
TM602G	MTA - ARRIS TM602G D20 DS037 US003	\$120.00	Commercial EMTA
TRTJ715	MODEM - TERAYON TJ715 D00 DS000 US000	\$40.00	Residential Modem
UCTOUCH	UCONTROL TOUCHSCREEN SMART HOME SECURITY	\$332.77	IH Keypad
WBR14S	ROUTER - SMC 4-PORT WIRELESS	\$80.00	Wireless Router
WGC200	MODEM - WCG200	\$40.00	Residential Modem
WNR1000	NETGEAR WNR1000 N150 WIRELESS	\$80.00	Wireless Router
WR850G	ROUTER - MOTOROLA 850G WIRELESS	\$80.00	Wireless Router
ZY941/4	BC MOD - ZYXEL P941	\$240.00	Commercial Modem
ZY944	BC MOD - ZYXEL P944S D10 DS006 US003	\$240.00	Commercial Modem
TG862G	MTA - WIFI ARRIS TW862G D30 DS120 US010	\$120.00	Wireless EMTA
ADELUN	ADELUN	\$40.00	Residential Modem
CBLCD2M	CBL CARD - SA M-CARD 2 WAY	\$60.00	Cable Card
WNR1002	ROUTER - NETGEAR WNR1000-2VCNAS N150	\$80.00	Wireless Router
DWG875	MTA - WIFI THOMSON DWG875 D3 DS120 US010	\$120.00	Wireless EMTA
TCA200	TECHNICOLOR TCA200 IH TOUCHSCREEN	\$332.77	IH Keypad
TM502G	BC MTA - ARRIS TM502G D20 DS038 US003	\$240.00	Commercial EMTA
TM508A	BC MTA - ARRIS TM508A D20 DS037 US004	\$240.00	Commercial EMTA
TM512A	BC MTA - ARRIS TM512A D20 DS036 US004	\$240.00	Commercial EMTA
TM602G	MTA - ARRIS TM602G D20 DS037 US003	\$120.00	Commercial EMTA
TRTJ715	MODEM - TERAYON TJ715 D00 DS000 US000	\$40.00	Residential Modem
UCTOUCH	UCONTROL TOUCHSCREEN SMART HOME SECURITY	\$332.77	IH Keypad
WBR14S	ROUTER - SMC 4-PORT WIRELESS	\$80.00	Wireless Router
WGC200	MODEM - WCG200	\$40.00	Residential Modem
WNR1000	NETGEAR WNR1000 N150 WIRELESS	\$80.00	Wireless Router
WR850G	ROUTER - MOTOROLA 850G WIRELESS	\$80.00	Wireless Router
ZY941/4	BC MOD - ZYXEL P941	\$240.00	Commercial Modem
ZY944	BC MOD - ZYXEL P944S D10 DS006 US003	\$240.00	Commercial Modem
TG862G	MTA - WIFI ARRIS TW862G D30 DS120 US010	\$120.00	Wireless EMTA

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ADELUN	ADELUN	\$40.00	Residential Modem
CDTA170	DTA - CISCO DTA170HD DTA DIGITAL HD 1 WAY	\$75.00	Tuning Adapter
DD3611B	BC GATEWAY - WIFI UBEE 3611 D30 DS120	\$240.00	Commercial Wireless Modem

Fast Pace Connections LLC**Subcontractor Name (please print)**
Subcontractor Signature
Date

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